



RESOLUTION

APPROVING A LEASE AGREEMENT BETWEEN THE CITY OF NASHUA AND THE NASHUA ASSOCIATION FOR THE ELDERLY FOR THE SENIOR CENTER

In the Year Two Thousand and Four

RESOLVED by the Board of Aldermen of the City of Nashua to approve the attached Lease Agreement between the City of Nashua and the Nashua Association for the Elderly for the Senior Center; provided that the Lease Agreement shall be effective only upon fulfillment of all other conditions necessary for construction of the new Senior Activity Center, including but not limited to acquisition of required property from other parties; all requirements for issuance of the approved bonds; and, securing of other necessary funding.

LEASE AGREEMENT

This Lease Agreement (the "Lease") is made effective as of the _____ day of _____, 2004, by and between the CITY OF NASHUA, a New Hampshire municipal corporation with a principal place of business at 229 Main Street, Nashua, New Hampshire 03061 (the "City"), and NASHUA ASSOCIATION FOR THE ELDERLY, INC., a non-profit New Hampshire corporation and a tax-exempt organization under section 501(c)(3) of the Internal Revenue Code, with a principal place of business at 70 Temple Street, Nashua, New Hampshire 03061 ("NAE" or the "Lessee"), with reference to the following facts:

A. NAE owns and operates the Senior Activity Center, a 10,100 square foot membership club at 70 Temple Street in Nashua, New Hampshire ("SAC"). The property owned by NAE is shown on the tax maps of the City as Sheet 34, Lot 77, containing approximately 0.701 acres (the "SAC Parcel").

B. The City owns and operates a municipal parking lot on property adjacent to the SAC Parcel, shown on the tax maps of the City as Sheet 34, Lot 76, containing approximately 1.31 acres and the City owns the parcel shown on the tax maps of the City as Sheet 34, Lot 30, containing approximately .52 acres. Both parcels constitute the "City Parcel".

C. Adjacent to the City Parcel is a single family home on a lot under Purchase and Sales Agreement between the City and the Tamulonis family, shown on the tax maps of the City as Sheet 34, Lot 21, containing approximately .51 acres (the "Tamulonis Parcel").

D. NAE has operated the SAC on the SAC Parcel since approximately 1983. SAC provides cultural, recreational, educational, health, and social activities for adults age 55 and over in the greater Nashua area. Approximately 90% of SAC's active members are residents of Nashua, with the balance coming from communities in the greater Nashua area.

E. The parties have agreed to the plan as documented on the site plan amendment to NR977 approved by the Planning Board on March 18, 2004 (the "New Project"). The New Project includes the following major elements:

- NAE will deed the SAC Parcel to the City;
- For purposes of this Lease, the SAC Parcel, the City Parcel and the Tamulonis Parcel shall be referred to as the "Lot";
- The City will no longer lease parking spaces on the Lot;
- The New Project will include a 43 unit senior housing facility on the Lot (the "Senior Housing"). The Senior Housing shall be constructed and managed by Southern New Hampshire Services, Inc. ("SNHS"), financed pursuant to a grant from the U.S. Department of Housing and Urban Development under the so-called "Section 202" program;
- The City shall remediate and accept in its landfill or otherwise dispose of all asbestos-contaminated soil which is to be removed from the Lot in connection with the New Project at no cost to the New Project;

- The City will contract to design, construct, outfit and furnish a new facility including an approximately 23,000 square foot space for use as a senior center substantially as shown on plans entitled Senior Activity Center / Elderly Housing prepared by David M. White, Architect, for the City of Nashua and Southern NH Services dated 2/27/04 (the "New SAC") on the Lot, using funds described below;
- Following issuance of a certificate of occupancy for the New SAC, the existing SAC shall be razed;
- The New SAC shall be owned by the City, and NAE shall have a long term, minimum rent lease for the New SAC; and
- Funding for the New Project (but not including funding for the Senior Housing, which shall be the separate responsibility of SNHS) shall come from several sources, as follows: (1) up to \$2.4 Million from the City, raised from the issuance of bonds approved by the Board of Aldermen by final official action on Tuesday, October 14, 2003 and signed into law by the Mayor on Thursday, October 16, 2003 (the "Bonds"); (2) approximately \$790,000 to be appropriated in the FY 2004 federal budget through the efforts of Congressman Bass and Senator Gregg; (3) other funding sources as identified by the City; and (4) the balance of Block Grant funds previously appropriated to NAE totaling approximately \$204,700.
- Furnishings provided as a part of the New Project will be the property of the Lessee.

F. The parties desire to set forth in this written agreement the terms under which NAE shall lease the New SAC from the City.

NOW, THEREFORE, in consideration of the facts set forth above, and the mutual promises and undertakings set forth in this Agreement, NAE and the City, each agreeing to be legally bound hereby, agree as follows:

1. Lease of Premises. When ownership of the SAC Parcel is transferred to the City, the City leases to the Lessee and the Lessee leases from the City the existing SAC building, subject to the terms and conditions of this Lease. Following issuance of a certificate of occupancy for the New SAC, the City leases to the Lessee and the Lessee leases from the City the New SAC and the appurtenant rights to the use of the parking on the Lot in common with other owners, subject to the terms and conditions of this Lease.

1.1 Signage. Lessee shall be permitted to place and maintain a sign on the building as well as a free-standing sign on the Lot. Such signage shall be in accordance with the relevant rules and regulations of the City, and coordinated with SNHS. NAE shall be allocated not less than one-half of the total surface area allowed for signage at the site.

1.2 Parking. The overall parking area of the Lot is for use by both the New SAC and the Senior Housing. The entrances for the Senior Housing and for the New

SAC will be located one on each side of the building to facilitate the use of the separate parking areas.

2. Term.

2.1 Initial Term. The initial term of this Lease shall start on the date of signature of both parties after approval by the Board of Aldermen, and shall continue for thirty (30) years from the start date, unless sooner terminated pursuant to the terms of this Lease.

2.2 Renewal Term. This Lease shall automatically be extended for three (3) additional ten (10) year terms unless the Lessee terminates it at the end of the then current term by giving the City written notice of the intent to terminate at least six (6) months prior to the end of the then current term.

2.3 Defined Term. As used hereinafter, the word "Term" shall include the initial term as well as any renewal term.

3. Use of Premises.

3.1 General Statement. The City and Lessee acknowledge and agree that the Lessee intends to and will operate the New SAC as a senior center, consistent with NAE's historical operations of the SAC, and as the same may be improved, modified, enhanced, or changed to reflect changing times and conditions during the Term, all pursuant to the conditions and requirements found in this Lease.

3.2 Specific Uses. Without limiting the generality of the foregoing, Lessee agrees that the Leased Premises shall be used and devoted to the operation of an active senior center to improve the health and physical well being of older persons, and to afford them recreational, social, and cultural programs; self care programs and programs to educate and inform the seniors of other community services that may be made available at the New SAC; and the New SAC shall also operate a program to assist older persons in securing employment.

3.3 Not Excluded. Nothing contained herein shall prevent the Lessee from:

3.3.1 operating a craft shop for the display and sale of crafts and art produced by seniors;

3.3.2 operating a "nearly new" shop offering used clothing and other used articles for sale; and

3.3.3 permitting the use of all or any portion of the facility by third parties for non-senior related activities, provided that the facility shall only be

used for senior related activities between 9am and 4pm Monday through Friday, except for holidays and that, during any other times, first priority for scheduling of the use of the facility shall be for senior related activities.

All net proceeds from activities of the kind described in section 3.3 shall be used to defray Lessee's operating and program costs.

3.5 City Representation on NAE Board. The parties agree that, for the Term of the Lease, the NAE board of directors shall include two ex officio members representing the City. One shall be designated by the mayor, and the other shall be designated by the president of the board of aldermen. The ex officio City representatives shall serve for two-year terms. Any single person may serve as one of the City's designated representatives for as many as three (3) consecutive two-year terms, but then would have to rotate off the board for at least one full term before being re-appointed.

4. Termination.

4.1 Termination With Notice. The Term and this Lease shall terminate with prior written notice upon the occurrence of any of the following:

4.1.1 Breaches Unrelated to Insurance. The Lessee breaches any of its obligations under this Lease, and fails to cure such breach within thirty (30) days after the City delivers written notice of such breach to the Lessee; provided, however, that in cases where a cure cannot reasonably be effected within 30 days, then the cure period shall be extended for such additional time as is reasonable under the circumstances, so long as NAE is making continuous, diligent, and good faith efforts to cure the breach.

4.1.2 Breaches Related to Insurance. In the case of the Lessee's failure to maintain insurance as required herein, termination shall be immediate upon expiration of the insurance. However, if the City chooses to pay any unpaid or overdue insurance costs, the Lessee shall have ten (10) business days after receipt of written notice from the City advising that such fees have been paid by the City to repay those costs and reactivate this Lease.

4.2 Termination Without Notice. The Term and this Lease shall immediately terminate without further notice upon the occurrence of any of the following:

4.2.1 The Lessee commences a voluntary case under the federal bankruptcy laws, or shall apply for, consent to or acquiesce in the appointment of, or taking possession by, a trustee, receiver, custodian or similar official or agent for itself or any substantial part of its property.

4.2.2 A trustee, receiver, custodian or similar official or agent shall be appointed by an outside party for the Lessee or any substantial part of its property.

4.2.3 The Lessee shall be the subject of an involuntary case brought pursuant to the federal bankruptcy laws, or a petition or action seeking Lessee's reorganization, readjustment, arrangement, composition, dissolution, or other similar relief, whether under federal or state law, shall be brought against it and shall remain undismissed for a period of sixty (60) days.

4.2.4 Any purported lien or attachment against the Premises or Lessee's property therein, unless it is a lien or attachment against Lessee's property only agreed to by Lessee as a part of financing its operations or providing adequate security for its operations, is claimed, filed, recorded or asserted and the same is not fully released, discharged or abated within a period of ninety (90) days.

4.2.5 Lessee attempts to assign or purportedly assigns this Lease, other than in compliance with the provisions of this Lease which specifically permit Lessee to assign.

Lessee hereby warrants that none of the foregoing termination events is occurring or has occurred as of the date of its execution of this Lease.

4.3 City's Right to Cure Lessee's Breach. At any time after the Lessee breaches this Lease, and remains in breach after actual written notice has been given by the City thereof, the City may cure the breach at the Lessee's cost. If the City at any time, by reason of the Lessee's breach, pays any sum or does any act that causes it to incur any expense or requires the payment of any sum, all amounts so expended by the City shall be due immediately from the Lessee to the City, provided the City's action does not force the Lessee into another breach by bankruptcy. The City shall have a security interest in the Lessee's property (including, but not limited to, the goods, accounts, general intangibles, documents, instruments, and chattel paper) equal to the amounts owed, until such amounts have been repaid in full to the City.

5. Delivery of Premises at End of Term. At the end of the Lease Term, the Lessee shall vacate the Premises leaving the Premises in the same condition that it was in at the commencement of the Lease Term, or as it was last upgraded, renovated, or improved to be in during the Lease Term, all excepting normal wear and tear.

6. Transfer of Premises. The City shall have the right to sell, convey, transfer or encumber all or any portion of its interest in the Premises, subject to this Lease, and provided such transaction does not interfere with the Lessee's Quiet Enjoyment of the Premises.

7. Rent. The rent shall be \$1 per year.

8. Income Earned from Rental of Premises. Lessee shall be entitled to rental income, fees, user charges, concessions, advertising income and any and all revenues received from subtenants and facility users, whether having formal subleases or not. All net proceeds from these activities shall be used to defray Lessee's operating and program costs.

9. Real Property Taxes; General and Special Assessments; Lessee Fees.

9.1 Assessed by Agencies Unaffiliated with City. The Lessee agrees to pay, before they become delinquent, all real and personal property taxes and any related interest or late fees, lawfully levied or assessed by any agency unaffiliated with the City, against the Premises and on any structures or improvements added by the Lessee. The Lessee shall also pay any service assessment, user fee or the like and any related interest or late fees charged by any governmental agency unaffiliated with the City to the Premises or to or on account of the business conducted thereon by the Lessee or any facility user or subtenant. (The obligations or liabilities described by the first two sentences of this section shall be referred to as "Taxes, Assessments and Fees – Non-City".) If the City, as owner of the Premises, receives a notice of any Taxes, Assessments and Fees – Non-City, the City shall notify the Lessee of the same and, together with such notice, shall furnish the Lessee with a copy of any related documentation. The Lessee shall pay such Taxes, Assessments and Fees – Non-City on or before their due date. The Lessee's liability to pay assessments and user fees shall be prorated for any fraction or portion of a use period during which this agreement is not in effect.

9.2 Assessed by Agencies Affiliated with City. The City agrees that the Lessee can seek a charitable exemption from any taxes, assessments, or fees levied or assess by the City or by any agency affiliated with the City. Pursuant to RSA 72:23 Lessee shall be subject to properly assessed property taxes for the leased property.

9.3 Repayment, Penalties, and Associated Interest. The City agrees that the Lessee shall not be obligated to repay any funds used in the construction and operation of the Premises nor shall the Lessee be assessed any Penalties or Interest associated with the use or repayment of such funds.

10. Utilities.

10.1 Inside New SAC. The Lessee shall be responsible and timely pay for all utilities used or consumed at the New SAC, including, without limitation, all gas, electricity, water, sewer and telecommunication (telephone, cable, etc.) costs. If the Lessee requires or desires any modifications or improvement to any utility system, or the addition of a utility service not presently servicing the New SAC, the Lessee may, after

obtaining the City's prior written consent, which consent shall not be unreasonably withheld or delayed, undertake such modification, improvement or addition at Lessee's cost.

10.2 Outside New SAC. That portion of the Premises which consists of the parking area, sidewalks, lawn and landscaped area, and all other outdoor areas shall be referred to as the "Grounds." The City shall be responsible and timely pay for all utilities used or consumed in the maintenance and upkeep of the Grounds, including, without limitation, electricity for lighting and water for lawn and garden maintenance.

11. Maintenance.

11.1 By Lessee. The Lessee shall be responsible for the following:

11.1.1 The routine maintenance of the interior of the Premises, including basic janitorial and cleaning services, and routine maintenance of HVAC systems;

11.1.2 The cost of insurance for all personal property located within the Premises (the Lessee shall be solely responsible for any damage to its own personal property located within the Premises);

11.1.3 The Lessee shall, at its expense, maintain in good repair and condition its signage at the Premises.

11.1.4 The Lessee shall, at its expense, be responsible for trash removal.

11.2 By the City. The City shall be responsible for the following:

11.2.1 The payment of all fire and casualty insurance to be maintained on the Premises;

11.2.2 The City shall be responsible for snow removal, grounds keeping, and the normal upkeep of the Grounds;

11.2.3 The City shall keep the Grounds and the exterior of the Premises including the roof, in tenantable repair, order and condition and shall be responsible for all structural repairs, both inside and outside of the Premises. Other than routine maintenance of HVAC systems, such as changing filters, the City shall be responsible for the maintenance and repair of the water, sewer (or other sanitary disposal), electrical, heating, ventilating, and air conditioning systems as now exist or may hereafter be installed during the term of the Lease, and the cost thereof;

11.2.4 Any and all other costs and expenses arising out of or with respect to the ownership or operation of the Premises, unless specifically made the responsibility of the Lessee hereunder.

12. Suitability for Use; No Warranty By City.

12.1 Subject to Lessee's right to inspect the Premises on or before the CO Date, Lessee acknowledges that the Premises are in acceptable condition and are suitable for its use and further acknowledges that the Premises then comply with this Lease in all particulars. If, upon such inspection, the Premises are not in reasonably acceptable condition or are not reasonably suitable for its intended use, then the City agrees to take all such actions as may reasonably be required to make the Premises in acceptable condition and suitable for its use.

12.2 City makes no warranty about the Premises, whether express or implied.

12.3 Notwithstanding the foregoing, the City will remain responsible for any groundwater and/or soil monitoring of the Premises, and any required remediation of adverse impacts as they relate to the prior use of the Lot as a fill location for asbestos or other hazardous materials.

13. Alterations. The Lessee shall not make any structural alterations to the Premises without the City's prior written consent, which consent shall not be unreasonably withheld or delayed. In performing any approved alterations, the Lessee shall comply with the following:

13.1 The Lessee shall submit to the City detailed plans of the proposed alterations;

13.2 The alterations shall be approved by all appropriate government agencies and all applicable permits, approvals and authorizations shall be obtained by the Lessee for the City before commencement of the alterations;

13.3 The alterations shall be completed with due diligence in compliance with such plans and all applicable laws, codes and ordinances; and

13.4 Before commencing the alterations and at all times during construction of the alterations, the Lessee's contractor or subcontractors shall maintain the following insurance: All Risk Builders Risk policy in an amount not less than the completed value of the project naming the City of Nashua as an additional insured. All contractors used on the project/alteration are subject to the same insurance requirements as the Lessee;

13.5 Any and all mechanic's liens claimed, filed, recorded, or asserted against the Premises resulting from construction or alterations done by or for the Lessee shall be fully released, discharged or abated within a period of ninety (90) days;

14. Indemnity by Lessee. The Lessee shall indemnify and save harmless the City and its agents, employees, servants, officers, directors, constituent agencies, boards and commissions against and from all liabilities, claims, demands, loss, obligations and penalties (including, without limitation, reasonable attorneys' fees, investigative and discovery costs and court costs) of any person or entity, including, without limitation, employees, agents, licensees and invitees of the Lessee or City, whether for injuries to persons or loss of life, or damage to property, occurring on, in or about the Premises or arising out of the use, occupancy or possession of the Premises by the Lessee or its agents and/or third parties, and whether caused by or arising out of negligence, fault, breach of warranty, products liability or strict liability, or any other cause, except if caused solely by negligence on the part of the City. In case any action or proceeding is brought against the City by reason of any such claim, the Lessee shall, at the Lessee's expense, resist or defend such action or proceeding with counsel approved by the City's Corporation Counsel in writing, which approval shall not be unreasonably withheld. This covenant of indemnification shall be deemed to be a separate and enforceable New Hampshire contract which shall survive the termination or expiration of this Lease and which shall not be modified or reduced by the presence or absence of insurance, whether required or not hereunder.

15. Lessee's Insurance Relative to Premises. The Lessee, at its cost, shall be responsible for maintaining a policy of standard fire and extended coverage insurance of the Lessee's property and contents situated in, on or about the Premises. The Lessee will provide the City with proof that the Lessee has obtained said insurance. In addition to the required insurance described in this Lease, the Lessee may obtain any additional insurance of any type it deems fit pertinent to its operations at the Premises.

16. Insurance. The Lessee shall maintain the following insurance/liability coverage:

16.1 Comprehensive General Liability: \$1,000,000 per occurrence / \$2,000,000 aggregate, including premises and operations and products and completed operations, participant coverage and employment practices. The City of Nashua must be named an additional insured;

16.2 Motor Vehicle Liability: \$1,000,000 combined single limit. Coverage must include all owned, non-owned and hired vehicles. The City of Nashua must be named an additional insured.

16.3 Workers' Compensation as required by statute.

16.4 Employers Liability \$100,000 / \$500,000 / \$100,000.

It is understood and agreed that insurance will be reviewed annually and updated as needed to apply with current standards.

17. Other Insurance Matters. All the insurance required hereunder shall:

17.1 Be issued by insurance companies authorized to do business in the State of New Hampshire;

17.2 Be issued as a primary policy;

17.3 Contain an endorsement requiring thirty (30) days prior written notice from the insurance company to both parties before cancellation or change in the coverage, scope, or amount of any policy;

17.4 Be maintained continuously through the Term of the Lease;

17.5 The provision of certificates of insurance satisfactory to the Manager of the Risk Management Department and satisfying all insurance sections contained herein shall be submitted to the Risk Management Department prior to the Lessee occupying or using the Premises. The Lessee shall be responsible for filing updated Certificates of Insurance with the Risk Management Department of the City of Nashua.

18. Existing SAC Transfer of Ownership.

18.1 NAE's Contributions.

18.1.1 As part of the New Project, NAE will transfer ownership of the existing SAC Land and Building to the City.

18.1.2 Pledges and funds previously collected by NAE for the purpose of expanding the SAC shall be retained by NAE except that CDBG funds in the amount of \$204,680.90 intended for that purpose shall be used by the City for the New Project.

18.2 Requirements of New Hampshire Registrar of Charitable Trusts. As an existing New Hampshire not-for-profit corporation, NAE cannot dispose of its assets without the approval of the New Hampshire Attorney General's Registrar of Charitable Trusts ("NHAG"). Such written approval shall be attached hereto as an exhibit.

19. Reserved

20. City's Right of Entry. The City and the City's authorized representatives shall have the right to enter the Premises during normal business hours for any of the following purposes:

20.1 To determine whether the Lessee is complying with its obligations under this Agreement;

20.2 To do any necessary emergency maintenance or to make any restoration to the Premises;

20.3 For insurance and safety inspections; or

20.4 Upon at least forty-eight (48) hours notice, to show the Premises for purposes of sale or lease to any interested parties.

The City shall endeavor to give reasonable notice of its intent to enter the Premises pursuant to this section in non-emergency situations and shall endeavor to prevent unnecessary interruption of games, classes, or any other activities and events being conducted at the Premises. The City's right of entry is in no way a waiver of any civil rights of NAE, its members, and guests.

21. Peaceful Enjoyment. The parties agree that if the Lessee discharges its obligations hereunder then it shall have and enjoy during the Term, and any renewal term, the quiet, peaceful and undisturbed possession of the Premises and all related rights hereunder granted.

22. Subtenants; Related Uses. The Lessee may sublease the Premises or portions of the Premises for monetary rent, or grant licenses or use rights for monetary fees, or to charge monetary user fees to implement the purposes of this Lease so as to make as broad as possible use of the Premises for such purposes, and so as to provide for the greatest revenue to Lessee. Any and all subtenants are required to meet the same insurance requirements as the Lessee. Lessee is responsible to ensure that a certificate of insurance is filed with the Risk Management Department for any and all subtenants.

23. City Support for Annual Operations. The City agrees that it shall continue to entertain applications from NAE, on the same basis as has historically been the case, to provide funding to support NAE's annual operations through the allocation of block grant funds, the City's so-called "505 account," or such other existing or future line item from the City's annual operating budget as the City may prefer.

24. Notice. Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, return receipt requested:

24.1 If to the City at:

229 Main Street
Nashua, New Hampshire 03061-2019
Attn: Chief Financial Officer

24.2 If to the Lessee at

70 Temple Street
Nashua, New Hampshire 03060
Attn: Executive Director

Either party may change its address by notifying the other party of the change of address in writing.

25. Successors. This Agreement shall be binding upon the parties hereto, their successors and assigns, if any are permitted.

26. Entire Agreement; Modification. This Lease contains all the agreements of the parties with respect to the subject matter hereof, and any amendment or modification hereto shall be effective only if in writing and signed by both parties. It is the intention of the parties that this agreement be a fully integrated document, interpreted solely in accordance with its express terms and without reference to correspondence between the parties, conversations or understanding between their representatives or officials, or their prior relationship, of whatever nature.

27. Severability. The unenforceability, invalidity or illegality of any provision of this Lease shall not render the other provisions unenforceable, invalid or illegal.

28. Applicable Law. This Lease shall be construed in accordance with the laws of the State of New Hampshire.

29. Waiver. No delay or omission in the exercise of any right or remedy of the City shall impair such a right or remedy or be construed as a waiver. The City's consent to or approval of any act or omission by the Lessee requiring the City's consent or approval shall not be deemed to waive or render unnecessary the City's consent to or approval of any subsequent act or omission by the Lessee. Any waiver by the City must be in writing and shall not be a waiver of any other matter concerning the same or any other provisions of the Lease.

Lease Agreement
Between Nashua Association for the Elderly, Inc.,
And the City of Nashua

30. References to Gender and Number. Words of any gender used in this Lease shall be held and construed to include any other gender, and words in the singular shall be held to include the plural, unless the context otherwise requires.

31. Captions. The captions or headings of the sections of this Lease are inserted for convenience and shall not be determinative in construing the provisions hereof.

32. Subleases, Grants, Performances, etc.; Consistency with Lease Terms. Lessee shall not grant any sublease, or facility use arrangement, or enter into or accept any grant, or take or suffer any event or action to occur on the Premises that is inconsistent with or repugnant to the terms and intent of this Lease.

33. Auditing; Financial Statements and Assurances. Lessee shall permit City to audit its books, receipts and other records to assure compliance with the terms and condition of this Lease within 15 working days of City's notice of its desire to do so. Lessee shall provide such financial statements, assurances, accountant's reports or representations as City may reasonably require from time to time at Lessee's expense.

34. Independent Entities. City and Lessee are and at all times shall be construed to be independent entities and independent contractors and shall not be deemed to be joint ventures, partners, master and servant or in any way related, but through the relationship of landlord and tenant wherein the landlord has no responsibility or liability for the actions of the tenant, which shall at all times be deemed to be independent.

35. Conformance with the Law. In all actions permitted hereby the Lessee shall conform to all pertinent federal, state and local laws, whether statutory or decisional. It shall not violate any law, building or fire code, act without a requisite permit or suffer or allow a violation of law to occur on the Premises.

36. Notice of Lease. Upon execution of this Lease the parties shall also execute a Notice of Lease in statutory form for recording in the Hillsborough County Registry of Deeds.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Agreement where indicated below:

CITY OF NASHUA

NASHUA ASSOCIATION FOR
THE ELDERLY, INC.

By: _____
Name: Bernard A. Street

By: _____
Name: Suzanne Keller

Lease Agreement
Between Nashua Association for the Elderly, Inc.,
And the City of Nashua

Title: Mayor

Date: _____

Title: President

Date: _____

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Lease Agreement
Between Nashua Association for the Elderly, Inc.,
And the City of Nashua